

712

§58-44-15

ART. 44. FIRE INSURANCE POLICIES

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ATTACH FORM BELOW THIS LINE

KANSAS: The words "demand" in lines 58 and 67 are deleted.
 NORTH CAROLINA: The words "ten days" in line 62 are changed to "ten days".
 WISCONSIN: The words "ten days" in line 62 are changed to "ten days".

1 Concealment, This entire policy shall be void if, whether
 2 fraud, before or after a loss, the insured has wil-
 3 fully concealed or misrepresented any ma-
 4 terial fact or circumstance concerning this insurance or the
 5 subject thereof, or the interest of the insured therein, or in case
 6 of any fraud or false swearing by the insured relating thereto.
 7 Uninsurable This policy shall not cover accounts, bills,
 8 and currency, deeds, evidences of debt, money or
 9 excepted property, securities; nor, unless specifically named
 10 hereon in writing, bullion or manuscripts.
 11 Perils not This Company shall not be liable for loss by
 12 included, fire or other perils insured against in this
 13 policy caused, directly or indirectly, by: (a)
 14 enemy attack by armed forces, including action taken by mili-
 15 tary, naval or air forces in resisting an actual or an immediately
 16 impending enemy attack; (b) invasion; (c) insurrection; (d)
 17 rebellion; (e) revolution; (f) civil war; (g) usurped power; (h)
 18 order of any civil authority except acts of destruction at the time
 19 of and for the purpose of preventing the spread of fire, provided
 20 that such fire did not originate from any of the perils excluded
 21 by this policy; (i) neglect of the insured to use all reasonable
 22 means to save and preserve the property at and after a loss, or
 23 when the property is endangered by fire in neighboring prem-
 24 ises; (j) nor shall this Company be liable for loss by theft.
 25 Other insurance. Other insurance may be prohibited or the
 26 amount of insurance may be limited by en-
 27 dorsement attached hereto.
 28 Conditions suspending or restricting insurance. Unless other-
 29 wise provided in writing added hereto this Company shall not
 30 be liable for loss occurring
 31 (a) while the hazard is increased by any means within the con-
 32 trol or knowledge of the insured; or
 33 (b) while a described building, whether intended for occupancy
 34 by owner or tenant, is vacant or unoccupied beyond a period of
 35 sixty consecutive days; or
 36 (c) as a result of explosion or riot, unless fire ensue, and in
 37 that event for loss by fire only.
 38 Other perils Any other peril to be insured against or sub-
 39 ject, ject of insurance to be covered in this policy
 40 shall be by endorsement in writing hereon or
 41 added hereto.
 42 Added provisions. The extent of the application of insurance
 43 under this policy and of the contribution to
 44 be made by this Company in case of loss, and any other pro-
 45 vision or agreement not inconsistent with the provisions of this
 46 policy, may be provided for in writing added hereto, but no pro-
 47 vision may be waived except such as by the terms of this policy
 48 is subject to change.
 49 Waiver No permission affecting this insurance shall
 50 provisions, exist, or waiver of any provision be valid,
 51 unless granted herein or expressed in writing
 52 added hereto. No provision, stipulation or condition shall be
 53 held to be waived by any requirement or proceeding on the part
 54 of this Company relating to appraisal or to any examination
 55 provided for herein.
 56 Cancellation This policy shall be cancelled at any time
 57 of policy, at the request of the insured, in which case
 58 this Company shall, upon demand and sur-
 59 render of this policy, refund the excess of paid premium above
 60 the customary short rates for the expired time. This pol-
 61 icy may be cancelled at any time by this Company by giving
 62 to the insured a five days' written notice of cancellation with
 63 or without tender of the excess of paid premium above the pro
 64 rata premium for the expired time, which excess, if not ten-
 65 dered, shall be refunded on demand. Notice of cancellation shall
 66 state that said excess premium (if not tendered) will be re-
 67 funded on demand.
 68 Mortgagee If loss hereunder is made payable, in whole
 69 interests and or in part, to a designated mortgagee not
 70 obligations, named herein as the insured, such interest in
 71 this policy may be cancelled by giving to such
 72 mortgagee a ten days' written notice of can-
 73 cellation.
 74 If the insured fails to render proof of loss such mortgagee, upon
 75 notice, shall render proof of loss in the form herein specified
 76 within sixty (60) days thereafter and shall be subject to the pro-
 77 visions hereof relating to appraisal and time of payment and of
 78 bringing suit. If this Company shall claim that no liability ex-
 79 isted as to the mortgagee or owner, it shall, to the extent of pay-
 80 ment of loss to the mortgagee, be subrogated to all the mort-
 81 gagee's rights of recovery, but without impairing mortgagee's
 82 right to sue; or it may pay off the mortgage debt and require
 83 an assignment thereof and of the mortgage. Other provisions

84 relating to the interests and obligations of such mortgagee may
 85 be added hereto by agreement in writing.
 86 Pro rata liability. This Company shall not be liable for a greater
 87 proportion of any loss than the amount
 88 hereby insured shall bear to the whole insurance covering the
 89 property against the peril involved, whether collectible or not.
 90 Requirements in The insured shall give immediate written
 91 case loss occurs, notice to this Company of any loss, protect
 92 the property from further damage, forthwith
 93 separate the damaged and undamaged personal property, put
 94 it in the best possible order, furnish a complete inventory of
 95 the destroyed, damaged and undamaged property, showing in
 96 detail quantities, costs, actual cash value and amount of loss
 97 claimed; and within sixty days after the loss, unless such time
 98 is extended in writing by this Company, the insured shall render
 99 to this Company a proof of loss, signed and sworn to by the
 100 insured, stating the knowledge and belief of the insured as to
 101 the following: the time and origin of the loss, the interest of the
 102 insured and of all others in the property, the actual cash value of
 103 each item thereof and the amount of loss thereto, all circum-
 104 stances thereon, all other contracts of insurance, whether valid
 105 or not, covering any of said property, any changes in the title,
 106 use, occupation, location, possession or exposure of said prop-
 107 erty since the issuing of this policy, by whom and for what
 108 purpose any building hereby described and the several parts
 109 thereof were occupied at the time of loss and whether or not it
 110 then stood on leased ground; and shall furnish a copy of all the
 111 descriptions and schedules in all policies and, if required, verified
 112 plans and specifications of any building, fixtures or machinery
 113 destroyed or damaged. The insured, as often as may be reason-
 114 ably required, shall exhibit to any person designated by this
 115 Company all that remains of any property herein described, and
 116 submit to examinations under oath by any person named by this
 117 Company, and subscribe the same; and, as often as may be
 118 reasonably required, shall produce for examination all books of
 119 account, bills, invoices and other vouchers, or certified copies
 120 thereof if originals be lost, at such reasonable time and place as
 121 may be designated by this Company or its representative, and
 122 shall permit extracts and copies thereof to be made.
 123 Appraisal. In case the insured and this Company shall
 124 fail to agree as to the actual cash value or
 125 the amount of loss, then, on the written demand of either, each
 126 shall select a competent and disinterested appraiser and notify
 127 the other of the appraiser selected within twenty days of such
 128 demand. The appraisers shall first select a competent and dis-
 129 interested umpire; and failing for fifteen days to agree upon
 130 such umpire, then, on request of the insured or this Company,
 131 such umpire shall be selected by a judge of a court of record in
 132 the state in which the property covered is located. The ap-
 133 praisers shall then appraise the loss, stating separately actual
 134 cash value and loss to each item; and, failing to agree, shall
 135 submit their differences, only, to the umpire. An award in writ-
 136 ing, so itemized, of any two when filed with this Company shall
 137 determine the amount of actual cash value and loss. Each
 138 appraiser shall be paid by the party selecting him and the ex-
 139 penses of appraisal and umpire shall be paid by the parties
 140 equally.
 141 Company's It shall be optional with this Company to
 142 options, take all, or any part, of the property at the
 143 agreed or appraised value, and also to re-
 144 pair, rebuild or replace the property destroyed or damaged with
 145 other of like kind and quality within a reasonable time, on giv-
 146 ing notice of its intention so to do within thirty days after the
 147 receipt of the proof of loss herein required.
 148 Abandonment. There can be no abandonment to this Com-
 149 pany of any property.
 150 When lost The amount of loss for which this Company
 151 payable, may be liable shall be payable sixty days
 152 after proof of loss, as herein provided, is
 153 received by this Company and ascertainment of the loss is made
 154 either by agreement between the insured and this Company ex-
 155 pressed in writing or by the filing with this Company of an
 156 award as herein provided.
 157 Suit. No suit or action on this policy for the recov-
 158 ery of any claim shall be sustainable in any
 159 court of law or equity unless all the requirements of this policy
 160 shall have been complied with, and unless commenced within
 161 twelve months next after inception of the loss.
 162 Subrogation. This Company may require from the insured
 163 an assignment of all right of recovery against
 164 any party for loss to the extent that payment therefor is made
 165 by this Company.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the
 duly authorized Agent of this Company at the agency hereinbefore mentioned.

INSERT SIGNATURES AND
 TITLES OF PROPER OFFICERS